

2755

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK



AND

HACKENSACK WHITE COLLAR EMPLOYEES

LOCAL 911, INTERNATIONAL UNION

OF PRODUCTION, CLERICAL PUBLIC EMPLOYEES

FOR THE PERIOD

1/01/98 TO 12/31/02

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Appendix - Salary	A	27
Dues Deductions/Agency Shop	25	25
Duration	29	27
Education	8	7
Funeral Leave	19	20
General	1	1
Grievance & Arbitration Procedure	22	22
Hospitalization/Dental/Optical Insurance	15	12
Holidays	11	8
Hours of Work	6	5
Injury Leave	17	17
Jury Duty & Emergency Leave	21	21
Leave of Absence	20	21
Longevity	4	3
Management Rights	24	24
Military Leave	18	19
Notification of Open/Promotional Positions	27	26
Overtime Provisions	7	5
Personal Day	13	10
Preamble	-	1

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Protective Gear	10	7
Recall/Beepers	9	7
Recognition	2	1
Retirement Leave/Buy Back Provision	16	16
Severability & Savings	28	27
Sick Leave	14	11
Union Activities	26	26
Vacations	12	9
Wages	3	2
Work Stoppages	23	23
Work Week Schedule	5	4

PREAMBLE

THIS AGREEMENT entered into this 19th day of April 1999, by and between the City of Hackensack, New Jersey, hereinafter referred to as the "City", and the HACKENSACK WHITE COLLAR EMPLOYEES, LOCAL 911 of the International Union of Production, Clerical and Public Employees, IUPCPE, hereinafter referred to as the "Union".

ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES

General

1.1 In order to increase general efficiency of the Hackensack White Collar Employees, to maintain the existing harmonious relationship between the City and its employees and to promote the moral, rights, well-being, and sincerity of the Unit, the City and the Union hereby agree as follows:

Public Employees

1.2 The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 - RECOGNITION

2.1 The City of Hackensack hereby recognizes the I.U.P.C.P.E., Local 911, as the sole and exclusive representative of all

employees identified on the PERC Certification of Representatives, Docket No. RO-98-36, dated December 12, 1997 with the exception of all temporary and seasonal employees.

ARTICLE 3 - WAGES

3.1 The annual base salary increase for all employees covered by this Agreement shall be set forth in Appendix A.

3.2 A pro-rata base salary increase, based upon full months of service, shall be granted to employees hired during the preceding calendar year.

3.3 Any employee who is assigned by his/her Department Head on a full-time basis to replace an employee in a higher classification who is absent for other than vacation or is no longer employed by the City, and who works in said higher classification on a full-time basis for fourteen (14) or more consecutive calendar days, shall receive an adjustment in pay equal to 5.0% of his/her base salary. Said pay adjustment shall be computed from the first day worked in the higher classification.

3.4 Minimum salaries shall be increased pursuant to an equalized dollar value determined by the City Manager.

3.5 The City shall have the right to award merit increases based on performance which shall be non-grievable.

ARTICLE 4 - LONGEVITY

4.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one percent (1%) for each (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one percent (1%) longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee last became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

4.2 Any employee hired from and after the effective date of December 1, 1987, will receive longevity pay at the rate of 2% for each four (4) years of service.

4.3 There will be no maximum limitation on longevity pay for any employee, regardless of hiring date.

4.4 Longevity shall be eliminated as to all employees hired in this unit after 1/14/99.

ARTICLE 5 - WORK WEEK SCHEDULE

5.1 The following is an inventory of the established work week for the various City functions. Procedurally, for the purposes of computing overtime, the work week shall commence on Sunday and terminate at Midnight on the subsequent Saturday, and approved paid leaves of absence shall be considered as days worked.

<u>DEPARTMENT/FUNCTION</u>	<u>ESTABLISHED WORK WEEK</u>
City Clerk	35 Hours
City Manager-Clerical	35 "
Community Affairs-Admin. & Clerical	35 "
Community Affairs - Inspectors	37 1/2 "
Courts/Violations	35 "
Financial Administration	35 "
Fire-Administration	42 "
Fire-Clerical	35 "
Health	35 "
Personnel	35 "
Police-Administration	40 "
Police-Clerical	35 "
Police-Family Counselor	40 "
Police-Public Parking System	40 "
Public Works-Administration	40 "
Public Works-Clerical	35 "
Public Works-Supervisors/Foremen	40 "
Recreation	35 "
Sanitation Superintendent & Inspectors	40 "
Tax Assessor	35 "
Tax Collector	35 "
Welfare	35 "
Department Not Listed	40 "

5.2 In the event that a new department is created in which any employee therein are deemed to be part of the White Collar Unit, their terms and conditions of employment shall be negotiated with the Union.

ARTICLE 6 - HOURS OF WORK

6.1 The recognized hours of work per week for all covered employees in effect on 1/26/90 shall remain the same during the term of this Agreement.

6.2 Accordingly, all covered employees shall have a work week of 35 hours or greater with the exception of the following ten (10) employees:

Bernal, Judy
Clapps, Lucille
Cohen, Karen
Hoyer, Patricia
Lomia, Diane
McCloskey, Esther
McIntyre, Peggy
Ruggiero, Patricia
Schmidt, Edna
Sirocchi, Mary

6.3 The hours of work for all new hires covered by this Agreement shall be in accordance with the departmental work week schedule outlined herein, however in no case shall the work week for new hires be less than 35.

ARTICLE 7 - OVERTIME

7.1 Employees who are directed to work in excess of their established work week, as established per Article 5.1 shall be

compensated on the basis of one and one half times their current hourly *rate for all excess hours worked per work week. Time and one half shall be the maximum allowable premium rate of pay in all circumstances.

7.2 All overtime must be approved by the Department Supervisor or City Manager prior to its incurrence unless emergent circumstances prevent this from happening, and must be recorded weekly on forms provided by the City Manager. The employee may elect to take time off at a 1:1 1/2 basis in lieu of payment for this overtime; however, accumulated compensatory time off cannot exceed 30 overtime hours. Compensatory time may only be taken by the employee if his work schedule permits and his supervisor approves. Accumulated compensatory time in excess of 30 overtime hours shall be purchased by the City at the current hourly *rate of the employee or the City Manager can require the time be taken off in lieu of making the requested payment.

7.3 Employees who are assigned dual titles and/or responsibilities involving extra hours and who receive a stipend for such extra hours, shall not be entitled to receive credit for such extra hours in the computation of overtime.

*Hourly rate is calculated as the employee's weekly base plus longevity pay divided by the established work week as defined herein.

ARTICLE 8 - EDUCATION

8.1 Education allowance for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the City Manager. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of the tuition shall be made to the student upon successful completion of the course.

8.2 The City shall continue to pay for educational courses relating to the course of work and/or maintenance of the job.

ARTICLE 9 - RECALL/BEEPERS

9.1 Whenever any member of the bargaining unit is recalled to perform work during a period that is not contiguous to his regularly scheduled work, he shall be guaranteed pay for a period of two (2) hours. The City shall have the option of relieving any employee so recalled from remaining at work for the two (2) hour period.

9.2 The City may provide "Beeper" to the Health, Welfare and Municipal Court to be used by employees. The employees who voluntarily choose to carry beepers may continue to do so, while off duty.

ARTICLE 10 - PROTECTIVE GEAR

10.1 In the event Inspectors are required to work in situations that require boots, coveralls, hard hats or lab coats, the City

will provide the same upon written request of the employee.

ARTICLE 11 - HOLIDAYS

11.1 The following days are recognized as paid holidays for the purposes of this Agreement:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Election/General/November

Christmas

11.2 If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

11.3 If any holidays fall on a Saturday, the Friday before shall be considered and recognized as the holiday for the purposes of this Agreement.

11.4 An employee is scheduled to work on a holiday and fails to report to work on said holiday shall not receive any pay for that holiday; however, if the employee's failure to work is the result of leave permitted under the terms of this Agreement, he shall receive one day's pay only, which shall be for the one day permitted leave. If said employee calls in sick on a holiday, he shall receive one (1) day's pay only, which shall be for the one sick day.

11.5 In the event that an employee is required to work on a designated holiday, said employee shall be paid for all hours worked on the holiday at the total rate of two and one half times pay.

ARTICLE 12 - VACATIONS

12.1 All full-time employees covered by this Agreement shall be granted vacation leave based upon the following from date of hire:

<u>Years Service by December 31</u>	<u>Vacation Days Earned</u>
First Year 1 - 2	1 day per full month 12
3 - 4	13
5 - 9	14
10 - 14	16
15 - 19	18
20 - 24	21
25 - 29	23
30+	26

12.2 Administrative Provisions:

(a) Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken after January 1, of the next year, and must be taken before December 31st of the subsequent year or forfeited. A newly-hired employee may request and receive up to five (5) vacation days with pay during his first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.

(b) An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two (2) weeks notice is considered proper.

(c) If an employee is on a leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month, except in the case of military leave with pay.

(d) An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his length of service and regular work schedule.

(e) Nothing contained in this Article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the department so dictate.

ARTICLE 13 - PERSONAL DAY

13.1 One (1) personal day off with pay shall be granted to all full-time members of the bargaining unit to be used within that calendar year.

- a. This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined herein.
- b. A first year employee shall be eligible for this benefit only upon completion of six (6) continuous months of employment.

- c. The City will not reimburse an employee for an unused personal day upon termination of employment or retirement. In the event of an employee's death, his estate shall receive pay for his unused personal day.

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave entitlement for all full-time employees shall be fifteen (15) days per year accumulative to be used for non-occupational injuries and illnesses.

14.2 When an employee does not report for duty for a period of greater than two (2) days or totaling more than ten (10) days, in an eight (8) month period because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor, if requested, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

14.3 In order to receive compensation while absent on Sick Leave the employee shall notify his supervisor within one (1) hour after the time set for him to begin his daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head on any of the first five (5)

days, will be subject to dismissal in accordance with the N.J. Department of Personnel rules.

14.4 Sick Leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the assigned physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental or vision care or for non-medical professional services.
- d) More than two (2) consecutive days sick without a doctor's certification.
- e) More than ten (10) accumulated sick leave day in an eight (8) month period, without a doctor's certification.

ARTICLE 15 - HOSPITALIZATION/DENTAL INSURANCE

15.1 The City shall provide all full-time members covered by this Agreement and eligible members of their families medical coverage as follows:

- A. Hospitalization, Major Medical and Rider "J" or its equivalent.
- B. (a) Hospitalization coverage for all member retirees (see definition of retiree below) and eligible members of their families to commence at age fifty-five (55) until such time as he becomes eligible for Medicare.

- (b) Employees who are forced to submit for an ordinary disability pension must have been employed ten (10) or more years to be eligible for this benefit except for accidental disability pension which has no requisite time requirement.
 - (c) At age sixty-five (65), coverage for employees (not spouse or eligible members of their family), Medicare only.
- c. Each retiree shall be responsible to notify the City in writing when he becomes age sixty-five (65) for the inclusion in the subject insurance coverage.

D. Definition:

Retiree/Retirement - A full-time employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. "Deferred Retirements" as defined by the applicable State Retirement System shall not be included in this definition.

15.2 The City shall provide several H.M.O. medical benefit plans which can be selected annually by an eligible employee in lieu of the indemnity plan outlined above. An employee selecting an H.M.O. plan shall reimburse the City through periodic payroll deductions, one month in advance, for the cost differential in those cases wherein the H.M.O. cost exceeds the indemnity plan.

15.3 The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement Sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a. The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b. It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment; however, re-enrollment at a later date during continuous employment with the City will be denied.
- c. Part-time and seasonal employees shall not be eligible for this insurance.
- d. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company, provided however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f. Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g. All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

15.4 Local 911 Dental and Optical Benefit Plan

Eligible member of this Union may exercise an irrevocable election to join the Local 911 Dental and Optical Benefit Plan, as opposed to the City's Dental Plan (see 15.3 above). Under the 911 plan:

- a) An eligible member shall be defined as an employee covered under this contract (see Recognition Article) and employed for three (3) consecutive full months.

- b) An eligible member who elects to enroll in the Local 911 Plan must notify the Payroll Department at City Hall 30 days prior to the commencement of payroll deductions.
- c) Both the City and the enrolled eligible member may commence premium payments to the Local 911 Welfare Fund effective on the member's fourth (4th) month of full employment.
- d) Coverage begins after the City and the employee make three (3) months of premium payments. Thus, a newly hired member could have coverage no earlier than after six (6) full months of continuous employment.
- e) The City agrees to contribute to the Local 911 Welfare Fund the sum of \$150.00 per year at \$12.50 per month for each enrolled eligible member and shall deduct from each enrolled eligible member the sum of \$39.52 per month during the term of this contract and remit same to the Local 911 Welfare Fund on a monthly basis.
- f) An enrolled member's eligibility and City/employee contributions shall terminate during any 30 day period when he/she is not entitled to pay due to absence, Leave of Absence without pay, suspensions or other similar circumstances. Reenrollment shall commence when the member returns to full duty.
- g) The City shall identify all contributions remitted to the Local 911 Welfare Plan by employee name.
- h) The Union and the Local 911 Welfare Fund shall indemnify the City of Hackensack and hold it harmless from any and all claims which may be made against it arising out of or in connection with its dental and optical benefits plan.
- i) All eligible members hired before the signing of this contract shall be eligible for coverage effective after enrollment and the City and members have made three (3) months of contributions to the Local 911 Welfare Fund.
- j) The Union shall be responsible to notify each newly hired member of this plan.

ARTICLE 16 - RETIREMENT LEAVE/BUY BACK PROVISION

16.1 Upon retirement, as defined below, the employee shall, or upon death the employee's estate, shall receive payment for accumulated unused sick leave as prescribed herein and for all accumulated, unused and unforfeited vacation, holiday and compensatory leave. A City retiree shall receive payment for his accumulated unused sick leave as follows:

- a) Any employee hired on or before December 1, 1987, shall be paid 100% of his accumulated unused sick leave without limit.
- b) Any employee hired after December 1, 1987, shall be paid 75% of his accumulated unused sick leave, not to exceed 50% of his final annual salary as defined below.
- c) For purposes of computing the retirement leave benefit based upon sick days, such sick days shall be paid at the rate of 1/260 times the retiree's final annual salary as defined below.
- d) Definitions:

Retiree/Retirement - An employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. "Deferred Retirements" as defined by the applicable State Retirement System shall not be included in this definition.

Final Annual Salary - The summation of the base salary, longevity and education.

16.2 The City of Hackensack may, at its sole discretion, offer to buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension.

- b) Age 55 or older.
- c) 100 or more accrued unused sick days.
- d) Hired before December 1, 1987.

16.3 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

16.4 The employee shall have the right to refuse the decision of the city to buy back a portion of his/her sick days if such would create a hardship on the employee or irreparable harm based upon factual considerations.

16.5 A retiring employee shall be permitted to take a lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however not over a period in excess of eighteen (18) months from separation from service.

ARTICLE 17 - INJURY LEAVE

17.1 Whenever an employee subject to this contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one year commencing with the date of such injury, or before (1) year if he has been accepted for retirement by the Public Employees

Retirement Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If the injury, illness, or disability continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

17.2 The City, or its Worker's Compensation Insurance Carrier, shall pay hospital, medical and surgical expenses incurred by any member of the Union who is injured in the performance of his duties.

17.3 Injury leave shall be granted, provided the employee:

- a) Presents evidence that he is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City or its Worker's Compensation Insurance Carrier.

17.4 An employee on injury leave must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available, will subject the employee to disciplinary action.

17.5 All injury leaves shall terminate when the physician appointed by the City or the Worker's Compensation Insurance Carrier reports in writing that the employee is fit for duty.

17.6 An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light or limited duty and fails to do so.

17.7 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

ARTICLE 18 - MILITARY LEAVES

18.1 Military Training Leave - Employees who have been continuously employed by the City for at least one full year and who are required to participate in annual field training by the Armed Forces of the United States or New Jersey shall, upon request, be granted military training leave. Weekend drills are not eligible for this leave. All military training leave is in addition to any other authorized paid leave of absence.

18.2 Military Duty Leave - Employees who are members of the National Guard or other component of the organized militia of the State shall be entitled to military duty leave with pay

for a period of up to 90 days in the aggregate in any one year if he is required to engage in active duty in times of a state-declared emergency.

18.3 Military Leave - Employees may be granted Military Leave if they are required to serve actively in any component of the Armed Forces of the United States in time of war or national emergency. Military Leave may extend to three months after release from required Military Service. Sufficient proof of active military duty must be presented to the City Manager prior to requesting such leave.

- a) In cases of service-connected illness or wound which prevents an employee from returning to employment, such leave shall be extended until three months after recovery, but not beyond the expiration of two years after the date of discharge.
- b) An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission, shall be considered as having abandoned his employment and resigned.

ARTICLE 19 - FUNERAL LEAVE

19.1 In the event of a death occurring in the "immediate family" of a full-time member of the Union, the member shall be granted three (3) work days off without loss of pay or loss of any of his accumulated sick leave in accordance with the following:

19.2 "Immediate family" shall be defined to include: spouse, children, mother, father, brother, sister, grandparents,

grandchildren, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law and relatives of the employee residing in the employee's household.

ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY

20.1 An employee may request a leave of absence without pay for periods not to exceed three months at any one time for a maximum of six months. Employee benefits shall not accrue to an employee during a leave of absence without pay. (see 20.4)

20.2 Such leaves of absence may be renewed for an additional period, not to exceed six months, only by formal approval of the City Council. No further renewal may be granted except upon the approval by the N.J. Department of Personnel for reasons as established by Commission regulations.

20.3 Should an employee fail to return promptly after his leave of absence has expired, he will be considered to have resigned from his position.

20.4 The City shall provide up to twelve (12) weeks of Group Medical benefits to qualified employees while on a L.O.A. without pay in accordance with the Federal Family Leave Act.

ARTICLE 21 - JURY DUTY & EMERGENCY LEAVE

21.1 Employees shall be given leave with pay when:

- a) Performing jury duty.

- b) Summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body unless the appearance is as an individual and not as an employee or other Officer of the City.
- c) Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

21.2 Any monies received by the employee for his/her appearance in situations outlined above shall be returned to the City, except when such monies are payment for transportation and/or meals.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

22.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of specific provision of this Agreement.

22.3 No settlement of a grievance presented by an employee shall contravene any provisions of the Agreement, or applicable provisions of N.J. Statutes.

22.4 Procedure:

- a. The matter shall first be discussed orally with the employee's immediate supervisor within 7 calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

- b. Within 7 calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within 7 calendar days, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within 7 calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the N.J. Department of Personnel or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

22.5 The decision of the arbitrator shall be final and binding on both parties.

22.6 Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon the PERC filing date of the charge, according to the following:

Unsuccessful Party	70%
Successful Party	30%

ARTICLE 23 - WORK STOPPAGES

23.1 Since adequate grievance procedures are provided in the Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City.

23.2 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

ARTICLE 24 - MANAGEMENT RIGHTS

24.1 The Union recognizes that the City may not, by agreement delegate authority and responsibility which by law are imposed upon and lodged with the City.

24.2 The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Department of Personnel to do the following:

- a.** To direct employees of the City.
- b.** To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge or take disciplinary action against employees.
- c.** To make work assignments and work and shift schedules.
- d.** To relieve employees from duties because of lack of work, or other legitimate reasons.
- e.** To maintain the efficiency of the City operations entrusted to them.
- f.** To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 25 - DUES DEDUCTIONS/AGENCY SHOP

25.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treas. of the Union.

25.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the City shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount not greater than eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

25.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 26 - UNION ACTIVITIES

26.1 The Union President or one (1) designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) Union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the applicable Department Head's permission and does not adversely affect the safe and efficient delivery of services.

ARTICLE 27 - NOTIFICATION OF OPEN/PROMOTIONAL POSITIONS

27.1 The City shall notify two (2) members of the Local's Negotiating Team, as designated by the Local, regarding any open position or promotional position, which positions are represented by the Local, a minimum of fifteen (15) calendar days prior to selecting an employee from sources other than candidates represented by the Local.

ARTICLE 28 - SEVERABILITY AND SAVINGS

28.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 29 - DURATION

29.1 Except as this agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 1998, and continue in effect until December 31, 2002. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

29.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

29.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK WHITE COLLAR EMPLOYEES
I.U.P.C.P.E. Local 911

Silagora Cizor
NEGOTIATING COMMITTEE MEMBER

Eugene Dzykis
NEGOTIATING COMMITTEE MEMBER

Dan Hall B.A.
IUPCPE REPRESENTATIVE

ATTEST:

Mary Petrocelli

CITY OF HACKENSACK

John Brown
MAYOR

James L. Dick
ATTEST: CITY CLERK

John A. Lask
CITY MANAGER

ATTEST:

John A. Lask

APPENDIX A - WHITE COLLAR

<u>EFFECTIVE</u>	<u>BASE SALARY ADJUSTMENT</u>
1/01/98	4.0%
12/31/98	\$750.00 Not in base salary and pro rata based upon full months of service in 1998
1/01/99	4.0%
12/31/99	\$500.00 Not in base salary and pro rata based upon full months of service in 1999. If employee's 12/31/98 base was less than \$20,000., the \$500 adjustment shall be added to his/her base salary effective 1/01/99 and not paid on 12/31/99.
1/01/00	4.0% Plus \$500 added to base on 1/01/00 subject to Article 3.2
1/01/01	3.5% Plus \$500 added to base on 1/01/01 subject to Article 3.2
1/01/02	3.5%
12/31/02	\$500.00 Not in base salary and pro rata based upon full months of service in 2002.